

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

-----X
IN RE:

Chapter 13

Andrew Panaro,

Case No.: 17-72929(AST)

Debtor(s)

**CHAPTER 13 PLAN
SECOND AMENDED**

-----X

1. The future earnings of the debtor(s) are submitted to the supervision and control of the trustee, and the debtor(s) shall pay to the trustee for a total of **60** months, the sum of:

\$ 3107.14 commencing **June 12, 2017** through and including **May 12, 2022** for a period of **60** months;

2. From the payments so received, the trustee shall make disbursements as follows:

- (a) Full payment in deferred cash payments of all claims entitled to priority under 11 U.S.C. §507.
- (b) Holders of allowed secured claims shall retain the liens securing such claims and shall be paid as follows:

Seterus (mortgage holder) to be paid pre-petition arrears in the sum of \$0.00 plus 0.00% interest over the life of the plan. Parties engaged in pre-petition loss mitigation and have achieved a trial loan modification which the parties anticipate will be permanent subject to approval of the United States Bankruptcy Court. Debtor reserves all rights to object to any proof of claim alleging arrears by Seterus or its successor.

- (c) Subsequent and/ or concurrently with distribution to secured, priority, and administrative creditors, dividends to **unsecured creditors** whose claims are duly allowed as follows: **PRO RATA distribution to all timely filed proofs of claim of not less than 100%(percent).**

- 3. The Debtor shall make all post-petition payments, including but not limited to vehicle payments, and income taxes, outside the plan. Effective June 2017, the Debtor shall pay post-petition mortgage payments of \$2797.31 to the Chapter 13 Trustee, Marianne DeRosa. The above plan payment of \$3107.14 includes the Debtor's post-petition mortgage payments. The Debtor anticipates the creditor, Seterus, failing and/or refusing to honor a pre-petition modification agreement and that the proof of claim, when filed, may be contested by the Debtor. Any pre-petition arrears and post petition mortgage payments due under the permanent loan modification with Seterus will be held by Chapter 13 Trustee, Marianne DeRosa until the proof of claim is filed, contested to the extent necessary, and resolved.
- 4. All lease agreements are hereby assumed, unless specifically rejected as follows: NONE
- 5. During the pendency of this case, if unsecured creditors are paid, pursuant to paragraph 2(c), less than one hundred percent (100%), the debtor(s) shall provide the Trustee with signed copies of filed federal and state tax returns for each year no later than April 15th of the year following the tax period. Indicated tax refunds are to be paid to the Trustee upon receipt; however, no later than June 15th of the year in which the tax returns are filed.

6. Title to the debtor(s) property shall revert to the debtor(s) upon completion of the plan or dismissal of the case, unless otherwise provided in the Order confirming the plan. Throughout the term of this plan, the debtor(s) will not incur post-petition debt over \$2,000.00 without written consent of the Chapter 13 Trustee or the Court.

7. VARYING PROVISION: NONE

/s/Andrew Panaro
Debtor

/s/ Linda M Tirelli
Attorney for Debtor
Linda M Tirelli, Esq.

Dated: September 11, 2017